

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

BOARD OF TRUSTEES OF THE
LABORERS HEALTH AND WELFARE
TRUST FUND FOR NORTHERN
CALIFORNIA, *et al.*,

Plaintiffs,

v.

MURRAY STEVEN WEBER, *dba Weber*
Tractor Service,

Defendant.

No. C-12-2038 EMC

RELATED TO

No. C-12-2039 EMC

**ORDER GRANTING PLAINTIFFS'
MOTIONS FOR ENTRY OF
JUDGMENT**

(Docket No. 19)

BOARD OF TRUSTEES OF THE CEMENT
MASONS HEALTH AND WELFARE
TRUST FUND FOR NORTHERN
CALIFORNIA, *et al.*,

Plaintiffs,

v.

MURRAY STEVEN WEBER, *dba Weber*
Tractor Service,

Defendant.

Currently pending before the Court are Plaintiffs' motions for entry of judgment – one for Case No. C-12-2038 EMC case and one for Case No. C-12-2039 EMC. No opposition briefs have been filed.

1 In each case, Plaintiffs sued Defendant Murray Steven Weber for failure to make
2 contributions to employee trust funds. In each case, Plaintiffs and Mr. Weber settled the action. In
3 the first action, Mr. Weber agreed to pay the trust funds at issue the sum of \$40,294.83 (in 24
4 monthly installments of \$1,678.95). In the second action, Mr. Weber agreed to pay the sum of
5 \$91,411.65 (in 24 monthly installments of \$3,808.82). In each case, the parties agreed that Mr.
6 Weber would have up to 10 days to cure a default upon receipt of a written notice of default to be
7 telefaxed to him. The parties also agreed that, upon failure to cure, the entire remaining balance
8 would become immediately due and payable. Finally, in stipulations attached to the settlement
9 agreements, the parties agreed that this Court would retain jurisdiction to enforce the settlement
10 agreements. *See generally* Hagan Decls., Exs. A (settlement agreements).

11 In each case, Mr. Weber failed to make any monthly installment within the agreed-upon
12 timeframe. *See* Hagan Decls. ¶ 9. Thereafter, Plaintiffs sent notices of written default to Mr.
13 Weber. *See* Richman Decls., Exs. A (notices). Mr. Weber failed to cure the defaults. *See* Hagan
14 Decls. ¶ 11. Accordingly, under the terms of the parties' settlement agreement, the principal became
15 immediately due and payable. The Court therefore agrees with Plaintiffs that they are entitled to
16 judgment in the following amounts: \$40,294.83 in Case No. C-12-2038 EMC and \$91,411.65 in
17 Case No. C-12-2039 EMC.

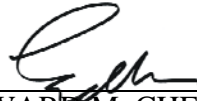
18 The only question remaining is whether Plaintiffs are entitled to post-judgment interest at the
19 rate of 10% (as requested in their proposed judgments). Title 28 U.S.C. § 1961 provides for post-
20 judgment interest, *see* 28 U.S.C. § 1961(a) (providing that "[i]nterest shall be allowed on any money
21 judgment in a civil case recovered in a district court"), but "at a rate equal to the weekly average 1-
22 year constant maturity Treasury yield, as published by the Board of Governors of the Federal
23 Reserve System, for the calendar week preceding the date of the judgment." *Id.* Plaintiffs have not
24 provided any explanation as to why this rate should not apply in the instant case or why the
25 proposed 10% rate is otherwise justified. Accordingly, the Court shall allow for post-judgment
26 interest but at the rate provided for in § 1961. *See*
27 <http://www.uscourts.gov/FormsAndFees/Fees/PostJudgementInterestRates.aspx> (last visited
28

1 November 27, 2012); <http://www.federalreserve.gov/releases/h15/current/> (last visited November
2 27, 2012).

3 This order disposes of Docket No. 19 in each case.

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5 IT IS SO ORDERED.

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7 Dated: December 10, 2012

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10 EDWARD M. CHEN
11 United States District Judge
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